

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

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FILE: B-215003**DATE:** September 18, 1984**MATTER OF:** Quality Controls, Inc.**DIGEST:**

1. A bid submitted in response to an invitation soliciting bids for an indefinite-quantity contract was properly rejected where the bid did not contain a schedule of indefinite-quantity work with list of unit prices, but only the total bid price. Unit prices are necessary at bid opening to set material terms of contractor's obligations since, without unit prices, there is no way to establish prices for the indefinite-quantity work covered by the contract.
2. Bidder was not entitled to rely on erroneous oral advice given the bidder by one of the procuring activity's contracting personnel since the invitation provided that any explanation desired by a bidder regarding meaning or interpretation of solicitation, drawings, specifications, etc., had to be in writing and that oral explanations or instructions were not binding.

Quality Controls, Inc. (QCI), protests the rejection of its bid submitted in response to invitation for bids (IFB) No. N62470-83-B-6468, issued by the Naval Facilities Engineering Command (NAVFAC) for the purpose of soliciting bids for an indefinite-quantity contract for the maintenance of steam, air, fresh water, salt water and sewage distribution systems at the Norfolk Naval Shipyard, Portsmouth, Virginia.

When bids were opened on February 10, 1984, it was discovered that QCI's bid price of \$707,777 was low; however, QCI's bid did not include a schedule of indefinite-quantity work (hereafter referred to as the schedule). Because of this omission, QCI's bid was rejected as non-responsive and award was made to the second low bidder. QCI argues that the reason it did not include the schedule with its bid was that it had been advised by NAVFAC's contracting personnel that it was not necessary to submit the schedule with its bid.

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The IFB required that the total price for each item on the schedule was to be arrived at by multiplying the unit price by the estimated number of units for each item and the total contract price for the indefinite-quantity work was to be obtained by adding up the item totals. Since QCI did not include its schedule with its bid, there were no unit prices or item totals in its bid--only the total contract price.

In this regard, we have held that unit prices are necessary at bid opening and cannot be supplied after bid opening, as was done by QCI, since the unit prices are necessary to set the material terms of the contractor's obligation. See Golden Bear Arborists, Inc., B-213409, Feb. 14, 1984, 84-1 C.P.D. ¶ 196; Garret Enterprises Inc., 59 Comp. Gen. 754 (1980), 80-2 C.P.D. 227; affirmed on reconsideration, B-196659.2, Feb. 6, 1981, 81-1 C.P.D. ¶ 70. To allow the acceptance of QCI's schedule after bid opening would be tantamount to giving QCI the option to accept or reject an award, after the bids are opened and prices exposed, merely by deciding whether or not to submit a completed schedule. Also, QCI would have the option of submitting a schedule consistent with its total bid price, or, in the alternative, adjusting the unit prices according to the size of spread between bids and then alleging "mistake." See DDD Company, B-209089, et al., Mar. 28, 1983, 83-1 C.P.D. ¶ 314. By not submitting a schedule with its bid, QCI did not bind itself to perform any of the contract work for a specific price.

While QCI received erroneous oral advice from a Navy employee concerning the submission of the schedule, QCI should have been on notice that it could not rely on such advice. Section 0002-3 of the instructions to bidders states, in pertinent part, as follows:

"Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding . . ."

Accordingly, the protest is denied.

for Milton J. Fowler
Comptroller General
of the United States